

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between:

Seadrill Americas, Inc., having an address at 11025 Equity Drive, Suite 150, Houston, Texas 77041 USA, acting on its behalf or on behalf of any affiliate that could be substituted for it ("Seadrill"); and

CleanBlast, LLC, having an address at 22154 Crowley Eunice Hwy ("Contractor"),

(both parties collectively referred to as the "Parties" and, where the context so requires, individually as a "Party").

A. Seadrill is engaged in the business of supplying drilling and related services utilizing drilling rigs and/or drill ships and related facilities owned by, chartered to, or under the management of Seadrill or its affiliates; and

B. Seadrill in the course of its operations may desire to engage Contractor to provide certain services, equipment and/or materials from time to time, upon the terms and conditions set forth in this Agreement; and

C. Contractor represents that it has the required expertise, facilities, experience, and resources in respect thereof and wishes to provide such services, equipment and/or materials to Seadrill and its affiliates from time to time; and

NOW THEREFORE, in consideration of the mutual promises and obligations herein contained and the inclusion of Contractor on Seadrill's approved list of contractors, the Parties agree as follows:

**1. SCOPE OF AGREEMENT**

A. Although Seadrill is the contracting Party herein, work to be performed hereunder may be performed for Seadrill, its parent, holding or affiliated companies. Accordingly, this Agreement shall apply to any Work Order issued by Seadrill or any of its parent, holding or affiliated companies for work that may be performed hereafter.

B. This Agreement shall control and govern all services, equipment and/or materials provided by Contractor to Seadrill (collectively, the "Work"). Seadrill may engage the Contractor to perform Work from

time to time by issuing purchase orders, service orders, or similar orders for goods and/or services (collectively, "Work Order(s)"), and such Work Orders shall be effective upon acceptance by Contractor.

**2. PROVISION OF SUPPLIES AND SERVICES TO SEADRILL**

A. Contractor shall perform all Work in a good and workmanlike manner and in strict compliance with the requirements contained in this Agreement and the highest industry standards.

B. The terms and conditions set forth in this Agreement shall control and govern all Work provided by Contractor to Seadrill. In the event Seadrill or Contractor issues any acknowledgment, delivery ticket or other instrument whose terms are inconsistent with any of the terms or provisions of this Agreement, such terms shall be unenforceable and the terms of this Agreement shall control. All Work Orders shall be in writing.

**3. NO COMMITMENT TO PURCHASE**

A. The Parties acknowledge and agree that this Agreement does not obligate Seadrill to issue any Work Orders to Contractor, nor does it obligate Contractor to accept Work Orders for Work. Further, the Parties agree that Seadrill makes no commitment of any kind with respect to a business volume or the like.

**4. NON-EXCLUSIVITY**

A. The Parties expressly acknowledge and agree that the relationship between the Parties under this Agreement is non-exclusive.

B. The Parties agree that Seadrill is free to provide or procure similar goods and services from any other party in its sole discretion.

**5. INDEPENDENT CONTRACTOR**

A. It is the express understanding and intention of the Parties that Contractor shall be an independent contractor with respect to the performance of all Work for Seadrill hereunder. Neither Contractor, its principals, agents, partners, or subcontractors, nor its or their employees shall be deemed to be Seadrill's servants, agents, representatives, borrowed servants, or employees.

B. Seadrill shall have no power or authority to direct or control Contractor. Seadrill, however, retains the general right of inspection to require that the Work is being performed in accordance with this

Agreement. Further, Seadrill may monitor the results to be obtained by Contractor in the performance of all Work.

C. Seadrill has no obligations to Contractor employees to pay any kind of compensation or reimbursement and Contractor agrees to indemnify and hold harmless Seadrill from any such claim from Contractor provided employees and personnel.

**6. COMPLIANCE WITH ANTI-BRIBERY LAWS AND OTHERS LAWS AND INSTRUCTIONS**

A. Contractor shall comply and ensure that all of its subcontractors and its employees and representatives comply with all applicable laws, rules, and regulations of any governmental authority which are now or may become applicable to operations arising out of or in any way incident to the Work. Without limiting the foregoing, Contractor shall comply with the terms of Exhibit A – Equal Opportunity Compliance Certificate, in the event that Contractor is providing goods or services in the United States, or otherwise to the extent applicable under U.S. Federal Law. Contractor shall defend, indemnify, and hold Seadrill, its parents, subsidiaries and affiliated companies and its and their officers, directors, employees and agents harmless from and against any claim or penalty incurred in connection with any failure of the Contractor to comply with said laws.

B. Contractor shall comply and ensure that all of its subcontractors and its employees and representatives comply with all applicable laws, rules, and regulations of any governmental authority which are now or may become applicable to operations arising out of or in any way incident to the Work. Contractor shall use reasonable efforts to keep itself informed regarding any change to such applicable laws, rules, and regulations or any change in the application thereof. Where such a change exists after the execution of this Agreement, which affects Contractor's ability to supply Work in accordance with this Agreement, Contractor shall notify Seadrill and submit a quotation that includes details of the anticipated variation of supply and/or time schedule. The terms of Section 7(F) shall apply accordingly.

C. Without limiting the generality of the foregoing, Contractor acknowledges and confirms that it is familiar with and will abide by the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended, (the "FCPA"), the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 1997 (the "OECD Convention"), the UK Bribery Act 2010 (the "Bribery Act"), and any regulations promulgated thereunder, as amended from time to time.

D. Neither Contractor, nor any of its owners, partners, co-venturers, directors, officers, employees, or Contractors (“Related Parties”) is a “foreign official,” “foreign public official,” “foreign political party or official thereof” or a “candidate for foreign political office” as those terms are defined or used in the FCPA, the OECD Convention or the Bribery Act, and Contractor will immediately notify Seadrill in the event it or one or more of the Related Parties will hereafter assume such a status.

E. Contractor promises and agrees that neither it nor any Related Party will engage in, or authorize the performance of, any of the prohibited actions set forth in the FCPA, the OECD Convention or the Bribery Act, or in any way violate or cause Seadrill to violate the FCPA, the OECD Convention or the Bribery Act in connection with this Agreement.

F. Contractor promises and agrees that no portion of the compensation received pursuant to this Agreement will be paid to any official, employee, or Contractor of any government or any agency or instrumentality of that government or to any officer, employee, or Contractor of any person or company, or to any Party whatsoever under circumstances which could be construed as a bribe, kickback, or an illegal payment under any applicable law.

G. Seadrill will have the right to terminate this Agreement and any other agreement with Contractor in the event Seadrill learns or has reason to believe that Contractor has violated the FCPA, the OECD Convention or the Bribery Act or has caused Seadrill to violate the FCPA, the OECD Convention or the Bribery Act, or that Contractor or a Related Party has become a “foreign official,” “foreign public official,” “foreign political party or official thereof” or a “candidate for foreign political office” as detailed in the FCPA, the OECD Convention or the Bribery Act.

H. Contractor shall comply with all lawful instructions of Seadrill, including without limitation, instructions in respect of safety, environmental procedures and all other matters relating to Contractor’s Work. Such instructions shall, if Contractor so requires, be confirmed in writing by Seadrill. The absence of instructions from Seadrill shall not constitute a waiver of Contractor’s obligations under this Section 6 or be construed as authorization by Seadrill for Contractor to avoid its duty to perform any obligations hereunder. In the event that Contractor receives conflicting instructions from Seadrill and Seadrill’s client, Contractor shall comply with the instructions of Seadrill, and Seadrill shall assume responsibility toward its client with respect to the subject matter of those instructions.

7. PRICES

A. As applicable, a volume discount determined in accordance with the terms and conditions set forth in Exhibit B shall be payable by Contractor to Seadrill once a year, within thirty (30) days from the computation of the applicable discount.

B. Applicable prices set in Exhibit C shall be valid for a period of twelve (12) months from the effective date. Thereafter, prices shall be reviewed in accordance with the following procedure. If a notice is served by either Party on or before October 1st of the then current year, prices shall be negotiated and the revised prices shall be effective on January 1<sup>st</sup> of the succeeding year and remain valid for at least one year. If no notice is served by either Party, the then current prices shall remain valid for the full succeeding year.

C. The applicable Incoterms shall be FCA at the place designated in the applicable Work Order as per Incoterms 2000 unless otherwise agreed between the Parties.

D. With respect to equipment requiring testing/certification, the applicable prices include the test performance and/or the issue and filing of the required certificates, and Seadrill's access thereto and use thereof, at its convenience. The foregoing shall survive the expiry or termination of the Agreement.

E. Contractor agrees to make commercially reasonable efforts to continuously decrease its cost of manufacture and to apply the resulting price reduction to this Agreement. For non-customized deliveries, Contractor reasonably assures Seadrill that the applicable prices will be no more than the prices charged to other customers for contemporaneous sales of similar items, in the same or substantially similar volumes, and under substantially similar terms and conditions.

F. Seadrill reserves the right at any time to change any relevant Work Order by written instruction, in which event Contractor shall notify Seadrill of any resulting change in price within seven (7) days of receipt of such change order, which Seadrill shall then accept or reject. No increase in price shall be allowed if the Contractor fails to give timely notification to Seadrill.

**8. PAYMENT**

A. The Contractor shall invoice Seadrill on a monthly basis if not otherwise agreed by Seadrill. The Contractor will submit invoices covering the preceding month no later than on the tenth (10<sup>th</sup>) of the following month. The invoice shall cover Work performed by Contractor and shall state the (i) applicable prices and (ii) Work Order(s) number(s).

B. Seadrill shall pay the Contractor for Work performed by the Contractor and furnished to Seadrill, subject to Seadrill's verification that Contractor has provided sufficient support for the invoice and complied with all terms and conditions of this Agreement and any applicable Work Order.

C. Seadrill shall pay undisputed invoices within forty-five (45) days after receipt of complete invoices (accompanied with required backup and duly approved by Seadrill representatives on the rig if applicable). In the event Seadrill disputes any part of an invoice, undisputed portions thereof shall be paid upon issuance of appropriate documentation in the form of a credit note, amended invoice, or other similar documentation. Disputed items will be paid upon resolution of all disputed items, and a supplemental invoice will be submitted to Seadrill for payment.

**9. EQUIPMENT QUALITY**

A. Contractor agrees that it shall continuously make commercially reasonable efforts to improve the performance and quality of the Work. Seadrill agrees to assist Contractor in so doing by notifying Contractor of any technical or operational problem or dysfunction of the Work noticed by Seadrill. Seadrill's failure to make inspection or to discover defective workmanship, material or equipment, shall not relieve Contractor from its responsibilities.

B. Contractor agrees that before starting the performance of this Agreement, it shall, as applicable, have implemented and documented a quality assurance program meeting either the requirements of ISO 9001 or of an internationally recognized standard of the same level.

C. Contractor agrees, in relation to the manufacture of the equipment, to act in accordance with local environmental legislation and ISO 14001:2004 standards.

**10. EQUIPMENT INSPECTION AND SERVICE REPORT**

A. Contractor shall make a full inspection of the equipment specified in a Work Order prior to shipment; however the same shall be subject to Seadrill's inspection and approval prior to acceptance and/or

that all related costs and expenses have been paid (and thus, that no third party claims, liens, or rights of liens exist against Seadrill or its property or the equipment). Contractor shall indemnify and hold Seadrill harmless from said liens and claims.

**14. RECORD RETENTION, AUDIT**

A. Contractor shall support all invoices with any data and/or information reasonably requested by Seadrill. Contractor agrees to retain all applicable documentation and records for a period of not less than seven (7) years after completion of the Work. Seadrill or any client of Seadrill shall have the right to audit and examine all documents and/or records necessary to verify the correctness of charges contained in any of Contractor's invoices at any time within seven years following completion of the Work. The payment of an invoice shall not preclude Seadrill's right to audit any charge during said seven year period.

**15. TAXES**

A. Contractor shall pay all taxes, duties, licenses, and fees levied, assessed, and/or incurred by Contractor directly or indirectly with respect to this Agreement which is imposed by any governmental authority, and all taxes and fees assessed or levied against or on account of wages, old age benefits, social security, or other benefits paid to Contractor's employees or agents. In addition, Contractor shall make all reports required in connection with such taxes. Contractor agrees to promptly reimburse Seadrill for all such amounts paid by Seadrill. At its election, Seadrill is authorized to deduct all sums paid by Seadrill for such taxes and governmental charges from such amounts as may be or become due to Contractor hereunder.

**16. INSURANCE**

A. At any and all times during the term of this Agreement, Contractor shall at its own expense maintain insurance with an insurance company or companies authorized to do business in the jurisdiction where the Work is to be performed, for insurance coverage of the kind and in the minimum amounts as follows:

- (1) Statutory Workers' Compensation Insurance and Employer's Liability including maritime endorsement, if applicable, with limits of \$1,000,000 per occurrence.
- (2) Commercial General Liability insurance providing for third party property damage and personal injury including broad form contractual liability for any agreement and broad form property damage and in remedial actions, with limits of \$10,000,000 per occurrence.

- (3) Owned and Non-Owned Automobile Liability Insurance for bodily injury and property damage combined with limits of \$1,000,000 per occurrence.
- (4) Full form Protection and Indemnity Insurance, if applicable, with limits of \$1,000,000 per occurrence.
- (5) Aviation Liability Insurance, if applicable, with limits of \$1,000,000 per occurrence.
- (6) Statutory Pollution Insurance to the extent required by statute, regulations or applicable law including clean-up and containment, seepage and pollution.
- (7) Excess Liability Insurance providing coverage in excess of the foregoing insurances, excluding statutory insurance coverage, with limits of \$10,000,000.

B. All such insurance shall be maintained in full force and effect during the term of this Agreement, and shall not be canceled, altered, or amended without thirty (30) days prior written notice. Contractor shall obtain from its insurers a waiver of subrogation against Seadrill and any operator for whom Seadrill is performing operations or services in all of the insurance policies. Additionally, Seadrill and any operator or owner for whom Seadrill is performing operations or services shall be named an additional insured in all such insurance policies (with the exception of Worker's Compensation coverage's) with all such insurance being primary to any insurance of Seadrill that may apply to any such occurrence, accident, or claim. Contractor agrees to have its insurance carrier furnish Seadrill a certificate or certificates evidencing insurance coverage in accordance with the above requirements and when requested by Seadrill, to furnish certified copies of all said insurance policies. These requirements shall be conditions precedent to the payment of any sums that may be due Contractor.

#### 17. WARRANTY

A. Contractor warrants that the Work will be the kind and quality described in the Work Order and will be free of defects in workmanship or material for a period of twelve (12) months from the date of final completion of the Work. In the event of a nonconformity with the foregoing warranties, Seadrill shall notify Contractor of the nonconformity and Contractor shall immediately correct by repair or replacement the nonconformity, FOB Seadrill's designated work site any such nonconformity.

B. In addition to the foregoing warranties, Contractor shall use its best efforts to provide Seadrill with the benefits of any applicable third party Contractor warranties for goods or services provided hereunder.

**18. CONFIDENTIALITY**

A. Contractor acknowledges that during the performance of the Agreement or a Work Order pursuant to the Agreement, any information provided by Seadrill, its affiliates, or its customers shall be deemed confidential.

B. Contractor agrees to treat any such information as confidential during the Agreement term and for seven (7) years thereafter, or for such longer period as may be required under Seadrill's contract with Seadrill's customer as may be notified to Contractor.

C. Without prior written consent from Seadrill, Contractor shall not (i) advertise or publish the fact that Seadrill has contracted with Contractor, or (ii) use Seadrill's name in any advertisement, brochure or Website.

**19. ACCIDENTS**

A. Contractor shall report to Seadrill as soon as possible all accidents or occurrences resulting in injuries to or property damage of any third party, Seadrill, Contractor, and/or their employees or agents arising out of or incident to Work furnished pursuant to this Agreement.

**20. SAFETY**

A. Contractor shall comply, notify, and require its subcontractors and its and their employees, invitees, and agents to comply with Seadrill safety rules and procedures. To help ensure a safe, productive work environment, Seadrill may establish a program designed to prohibit the use, transportation and possession of firearms, drugs and/or controlled substances, and alcoholic beverages. Contractor agrees to comply with Seadrill policies relating to drugs, alcohol and firearms in connection with the performance of the Work.

B. Contractor acknowledges that Seadrill specifically reserves the right to carry out reasonable searches of individuals, their personal effects, and vehicles when entering, while on and when leaving Seadrill premises pursuant to Seadrill policies. Contractor further acknowledges that Seadrill clients may have similar policies, and Contractor expressly agrees to comply with such policies as applicable to Contractor and its personnel.

**21. PATENT INDEMNITY**

A. Contractor represents and warrants that the use and/or construction of any and all tools, equipment and methods employed by Contractor in the Work shall not infringe any license, patent or other

intellectual property rights of any third party. Contractor shall at all times and at its own expense indemnify, defend, and hold Seadrill, its parents, subsidiaries and affiliated companies, and its and their officers, directors, employees and agents, harmless from and against any and all claims or actions of any kind arising out of alleged or actual infringement of any patents, trademarks, or copyrights (U.S. or foreign) in regard to all Work of Contractor and/or its subcontractors.

**22. FORCE MAJEURE**

A. Each Party hereto shall be excused from performance under this Agreement for so long as such performance is hindered or impeded by a force majeure event. As used in this Agreement, a force majeure event includes riots, strikes, wars, terrorist acts, civil disturbances, governmental authority (whether such authority is actual or assumed), fires, floods, storms, other acts of God, or such other causes which are reasonably beyond the control of the Party affected. Any Party to this Agreement which is unable, in whole or in part, to carry out its obligations under this Agreement due to force majeure shall promptly give written notice to that effect to the other Party stating in reasonable detail the circumstances underlying such force majeure. Either Party to this Agreement claiming force majeure shall diligently use all reasonable efforts to remove the cause of such force majeure, shall promptly give written notice to the other Party of the termination of such force majeure and shall resume performance of any suspended obligations as soon as reasonably possible after termination of such force majeure. If any such force majeure delay extends beyond a period of ten (10) days, Seadrill may, at its sole option, terminate this Agreement by notice thereof to Contractor.

**23. TERM AND TERMINATION**

A. The initial Term of this Agreement shall be three (3) years commencing on the date first written above, and thereafter shall be renewed automatically each year for a term of one year until terminated as set forth herein. Seadrill may terminate this Agreement by providing thirty (30) days prior written notice to Contractor. Unless otherwise specifically agreed between the Parties, termination of this Agreement shall terminate any Work or Work Orders issued hereunder. In such a case, Contractor shall be entitled to receive payment for Work effectively completed in conformity with the terms of this Agreement prior to the effective date of termination.

**24. INDEMNITY**

A. Contractor shall defend, release, indemnify and hold harmless Seadrill, its parents, subsidiaries, affiliates, officers, directors, agents, employees, or any company on whose behalf Seadrill has contracted, or any third party whom Seadrill is contractually obligated to indemnify for such matters, including,

without limitation clients and other contractors, from and against all liens, claims, demands, causes of action, costs, expenses or losses (including but not limited to attorneys' fees) pertaining to, for or on account of injury to, illness or death of employees, or agents of Contractor, or anyone brought onto Seadrill's work site by Contractor, its affiliates and subcontractors, or loss or damage to property of Contractor, its affiliates and subcontractors which arise from, are incident to or result directly or indirectly from the performance of the Work, the presence of the above individuals at any job or work site, or transportation to or from such locations, performance of this Agreement, or breach hereof. This indemnity extends to obligations as allowed under 33 U.S.C. 905(c).

B. Seadrill shall defend, release, indemnify and hold harmless Contractor, its parents, subsidiaries, affiliates, officers, directors, employees and agents from and against all liens, claims, demands, causes of action, costs, expenses or losses (including but not limited to attorneys' fees) pertaining to, for or on account of injury to, illness or death of employees, or agents of Seadrill, or employees of the vessel as used under 33 U.S.C. 905(c), or its affiliates, or loss or damage to property of Seadrill, or its affiliates which arise from, are incident to or result directly or indirectly from the performance of the Work, the presence of the above individuals at any job or work site, or transportation to or from such locations, performance of this Agreement, or breach hereof.

C. THE ALLOCATIONS OF RISK CONTAINED IN THIS PARAGRAPH 24 OR ELSEWHERE IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING THE SIMPLE, GROSS, SOLE, JOINT OR CONCURRENT NEGLIGENCE OF ANY PERSON OR PARTY (REGARDLESS OF WHETHER SUCH PERSON OR PARTY IS AN INDEMNITEE OR NOT), THE UNSEAWORTHINESS OR OTHER FAULT OF ANY VESSEL, "RUIN", OR STRICT LIABILITY, LIABILITY IMPOSED BY STATUTE, DEFECTS IN PREMISES, EQUIPMENT OR MATERIAL, OR ANY OTHER EVENT OR CONDITION WHETHER ANTICIPATED OR UNANTICIPATED AND REGARDLESS OF WHETHER PRE-EXISTING THIS AGREEMENT.

**25. LIMITATION OF DAMAGES**

A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING FROM REPAIR OR REPLACEMENT OF THE WORK PERFORMED BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED.

**26. ASSIGNMENT**

A. Contractor shall not assign or subcontract this Agreement or any part of the Work without Seadrill's prior written consent. The subcontracting of any portion of the Work to be provided by Contractor shall not relieve Contractor from any of its obligations to perform in accordance with this Agreement, or relieve Contractor of any other obligations under the Agreement. Seadrill shall not assign this Agreement in whole or in part without the consent of Contractor except that Seadrill may freely assign this Agreement to (i) any affiliate of Seadrill or (ii) Seadrill's client, by notice to Contractor.

**27. GOVERNING LAW AND ARBITRATION**

A. This Agreement shall be governed by and construed (both as to validity and performance) and enforced in accordance with the laws of the State of Texas and each of the Parties hereby submits to the exclusive jurisdiction of the federal and state/provincial courts located in Harris County, Texas.

B. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by final and binding arbitration in Houston, Texas, before three (3) arbitrators, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The three (3) arbitrators shall be selected by mutual agreement of the Parties, if possible. If the Parties fail to reach agreement upon appointment of an arbitrator within thirty (30) days following receipt by one Party of the other Party's notice of desire to arbitrate, the arbitrators shall be appointed in accordance with the Rules. Judgment upon any award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction or application may be made to any such court for enforcement of any such award and the entry of whatever orders are necessary for the enforcement.

**28. ENTIRE AGREEMENT**

A. This Agreement and the exhibits attached hereto contain the entire agreement between the Parties relating to the subject Work hereof and supersede any previous undertakings, considerations, writings, specifications, or commitments, whether oral or in writing. No amendment, modification, or waiver of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of Seadrill and Contractor.

**29. GENERAL**

A. The Parties shall, once a year, meet to review the general performance of the Agreement and Work Orders, exchange and compare information, as appropriate, and determine action plans to settle issues, if any.

B. Key Performance Indicators (“KPI’s”) mutually agreed by Seadrill and Contractor as set forth in Exhibit D shall be continuously monitored and periodically evaluated, in order to ensure that Seadrill’s requirements are fully complied with by Contractor. Failure to achieve the agreed KPI’s shall require prompt remedial action.

**30. MODIFICATION**

A. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision shall be deemed to be modified to the extent required to comply with said law, rule, or regulation; and as so modified, said provision and this Agreement shall continue in full force and effect.

**31. NOTICES**

A. All notices, invoices, and payments shall be sent to the addresses shown herein above in the introductory paragraph of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year herein above first written.

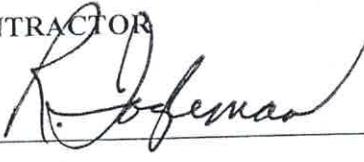
SEADRILL AMERICAS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

By: 

Name: Rudy Fogleman

Title: PRESIDENT

Signature Page

CLEANBLAST - EXHIBIT 1 - PAGE 000014

**EXHIBIT "A"**  
**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

The undersigned "Contractor" agrees that as to all current contracts, purchase orders, and sales agreements as defined below, heretofore issued or entered into with Seadrill for the purchase or sale of materials, supplies, or services by Contractor and as to each such contract, purchase order and sales agreement, as defined below, which may be hereafter issued or entered into between Seadrill and Contractor at any time within one (1) year following the date of this Agreement, the Contractor agrees to the provisions set forth and agrees that without further reference thereto the said provisions are and shall be automatically a part of and supplement to each such past and future contract, upon the contractor, his successors and assigns, to the same extent, effect and purpose as if physically incorporated into such past and future contract, purchase order or sales agreement, and copies therein in extension.

For purposes of this Equal Employment Opportunity Compliance Certificate, the words "Contract", "Purchase Order" or "Sales Agreement" shall mean any agreement or arrangement between Seadrill and the Contractor for the purchase or sale of gas, materials, supplies, or services or for the use of real or personal property, including lease arrangements, which, in whole or in part are necessary to the performance of any one or more contracts between Seadrill and the United States of America or under which any portion of Seadrill obligation under any one or more contracts is performed, undertaken, or assumed.

A. Contractor is aware of and is fully informed of contractor's responsibilities under Executive Order 11246 of September 24, 1965 (the "Executive Order") and shall file compliance reports as required by Section 203 of the Executive Order and otherwise comply with the requirements of such order. Contractor shall be bound by and agrees to the following provisions as contained in Section 202 of the Executive Order, to wit:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to

be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- (2) The Contractor will, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disability.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of the Executive Order, and of the rules, regulations, and relevant orders of the Secretary of Labor, as set forth in Exhibit A, paragraph A.
- (5) The Contractor will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, so that

such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. And further, pursuant to the rules and regulations, if the value of the Contract or purchase order exceeds \$50,000 or Contractor has 50 or more employees, Contractor will:

- (1) File, on an annual basis or within thirty (30) days of accepting a new order, complete and accurate reports on Standard Form 100 (EEO 1) with the appropriate government agency (Section 1.7, Chapter 60, Title 41 of the Code of Federal Regulations).
- (2) Develop a written affirmative action compliance program to identify, correct and improve problem areas in the employment and utilization of minority and female personnel (Section 1.40, Chapter 60, Title 41 of the Code of Federal Regulations).

#### CERTIFICATION OF NON-SEGREGATED FACILITIES

Contractor certifies that Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor does not permit Contractor's employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide any segregated facilities for its employees at any of Contractor's establishments, and that Contractor will not permit its employees to perform their services at any location, under Contractor's control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause of this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where Contractor has obtained identical certifications from proposed subcontractors for specific time periods) Contractor will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment

Opportunity Clause; that Contractor will retain such certification in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.**

A certification of Non-Segregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually). (1968 MAR.) (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

**CONTRACTOR AND SUBCONTRACTOR LISTING REQUIREMENT**

Contractor agrees to comply with the requirements of Executive Order 11701 of January 24, 1973 and the rules and regulations issued thereunder, and that all employment openings of Contractor which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by the Agreement and including those occurring at an establishment of Contractor other than the one wherein the Agreement is being performed by excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to produce such periodic reports to such local office regarding employment openings and hires as may be required. Provided, that this provision shall not apply to openings which Contractor fills from within Contractor's organization or are filled pursuant to a customary and traditional employer-union hiring arrangement and that the listing of employment openings shall involve only the normal obligations which attach to the placing of job orders. Contractor agrees further to place the above provision in any subcontract directly under this Agreement.

**MINORITY BUSINESS ENTERPRISE**

Executive Order 11625 of October 13, 1971 provides that it is the policy of the United States Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

Contractor agrees to use his best efforts to carry out this policy in the award of Contractor's subcontracts in excess of \$500,000 to the fullest extent consistent with the efficient performance of the

Agreement. As used in the Agreement, the term "Minority Business Enterprise" means a business, at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned businesses, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are African-Americans, Spanish-speaking American persons, Asian-American, American-Indians, American-Eskimos, and American-Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

#### EMPLOYMENT OF HANDICAPPED PERSONS

Unless otherwise exempted, this purchase order is subject to the affirmative action provision of the Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, and their implementing regulations.

#### IMMIGRATION REFORM AND CONTROL ACT

Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto which are now or may become applicable to the performance of work by Contractor. Contractor shall protect, defend and hold Seadrill harmless and agrees to pay any and all costs, expenses, losses, claims, demands, suits (including attorney's fees), fines, penalties or judgments which may be asserted or assessed against Seadrill as a result of or in connection with Contractor's use of employees or personnel in violation or alleged violation of such act.

DATED this \_\_\_\_ day of \_\_\_\_, 20\_\_

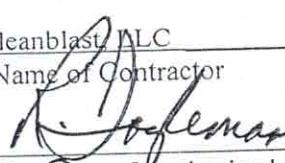
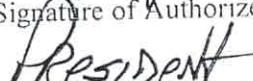
Cleanblast LLC  
Name of Contractor  
  
Signature of Authorized Representative for Contractor  
  
President  
Title of Authorized Representative

EXHIBIT "B"  
VOLUME DISCOUNT

Exhibit B

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EXHIBIT "C"  
APPLICABLE PRICES

Exhibit C

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EXHIBIT "D"  
KEY PERFORMANCE INDICATORS

Exhibit D

CLEANBLAST - EXHIBIT 1 - PAGE 000022

## SEADRILL CODE OF CONDUCT

### **GENERAL STATEMENT OF ETHICS AND BUSINESS PRINCIPLES**

Seadrill Limited (the "Company" or "Seadrill") and all entities controlled by the Company have a strong commitment to promoting honest ethical business conduct by all Employees (as defined below) and compliance with the laws that govern the conduct of our business worldwide. The Company believe that a commitment to honesty, ethical conduct and integrity is paramount and builds trust with its customers, suppliers, employees, shareholders and the communities in which it operate. To implement its commitment, the Company has developed a code of conduct (the "Code"). This Code has been designed to deter wrong doing and to promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships and avoidance of conflicts of interest. The Code establishes rules and standards regarding behavior and performance and any violation of the rules and standards embodied in the Code is not tolerated and will subject those Employees responsible to disciplinary action.

The Code applies to all entities controlled by the Company and all employees, directors, and officers (collectively, "Employees"). The Company also seeks to ensure that Code applies to contractors, representatives and agents of the Company with respect to their activities related to Company business. All Employees are required to read and understand the Code and certain Employees will be required to provide a certification to that effect.

Employees individually are ultimately responsible for their compliance with the Code. Every manager will also be responsible for administering the Code as it applies to Employees and operations, within each manager's area of supervision. The Code is supplemented by additional Company policies and procedures in the Company's Management System, and Employees are required to be familiar with and conform to policies and procedures relevant to their activities.

Employees who observe or become aware of a situation that they believe to be in violation of the Code have an obligation to notify the Company. The normal procedure should normally be for the Employee to report the situation to his or her manager. If an Employee is not comfortable discussing the situation with his or her manager, it may be reported to any other manager, to the Company Compliance Officer, the Audit Committee or through the company's integrity Channel at [www.seadrill.com](http://www.seadrill.com).

Reports of suspected violations of the Code will be investigated as the Company finds appropriate, under the supervision of the Chief Financial Officer of the Company, including the Audit Committee. All Employees are expected to cooperate in the investigation of reported violations.

To the extent practical and appropriate under the circumstances to protect the privacy of the persons involved, the Company will not disclose the identity of anyone who reports a suspected violation of the Code or participates in an investigation. The Company will not retaliate, or allow retaliation in respect of any reports of suspected violations of the Code made by an Employee in good faith.

#### **Procedures Regarding Waivers**

Because of the importance of the matters involved in this Code, waivers will be granted only in exceptional circumstances where the situation would support a waiver. Waivers of the Code may only be made by the Board.

## THE CODE OF CONDUCT

### Compliance with Laws, Rules and Regulations

It is the Company's policy to comply with all applicable laws, rules and regulations of the countries and regulatory authorities that affect the Company's business. It is the personal responsibility of each Employee to adhere to the standards and restrictions imposed by those laws, rules and regulations. Any Employee questions with respect to whether a situation violates any applicable law, rule, regulation or Company policy should be directed to that Employee's manager.

### Conflict of Interest and Corporate Opportunity

Employees must avoid any interest that conflicts or appears to conflict with the interests of the Company or that could reasonably be determined to harm the Company's reputation; and report any actual or potential conflict of interest (including any material transaction or relationship that reasonably could be expected to give rise to such conflict) immediately to the Employee's manager and adhere to instructions concerning how to address such conflict of interest. A conflict of interest exists if actions by any Employee are, or could reasonably appear to be, influenced directly or indirectly by personal considerations, duties owed to persons or entities other than the Company, or by actual or potential personal benefit or gain.

Employees owe a duty to advance the legitimate interests of the Company when the opportunities to do so arise. Employees may not take for themselves personal opportunities that are discovered through the use of corporate property, information or position.

### Health, Safety and Environmental protection

The Company will conduct its business in a manner designed to protect the health and safety of its Employees, its customers, the public, and the environment. The Company's policy is to operate its business and its drilling units in accordance with all applicable health, safety and environmental laws and regulations so as to ensure the protection of the environment and the Company's personnel and property. All Employees should conduct themselves in a manner that is consistent with this policy. Any departure or suspected departure from this policy must be reported promptly.

Certain procedures have been designated as RED procedures (defined as highly safety critical procedures) by the Company based on operational risk. Employees should direct special attention to adherence to RED procedures and any deviation from such procedures may be considered a violation of the Code.

### Ethical Conduct

Employees must endeavor to deal honestly, ethically and fairly with the Company's customers, suppliers, competitors and employees. No Employee should take unfair advantage of anyone through manipulation, concealment, abuse of privilege information, misrepresentation of material facts, or any other unfair-dealing practice. Honest conduct is considered to be conduct that is free from fraud or deception. Ethical conduct is not just about complying with applicable laws and regulations, it is about meeting the standards for honesty and integrity in this Code even where these standards may go beyond the legal requirements.

### Special Ethics Obligations for Employees with Financial Reporting Responsibilities

The Chief Executive Officer, the Chief Financial Officer, the principal accounting officers and those other employees designated by the Chief Financial Officer as being involved in the preparation of the Company's financial statements (collectively, the "Financial Statement Reporting Employees") have a special role both to adhere to the forgoing principles themselves and also promote a culture throughout the Company of the importance of full, fair, timely, accurate and understandable reporting of the Company's financial results and condition. Because of this special role, the Financial Statement Reporting Employees are bound by the

following financial employee code of ethics, and by accepting the Code, each such Financial Statement Reporting Employee agrees that she or he will:

- Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.
- Provide constituents with information that is accurate, complete, objective, relevant, timely and understandable within accepted materiality standards.
- Provide full, fair, accurate, timely and understandable disclosure on SEC reports and other public communications.
- Comply with rules and regulations of federal, state, provincial and local governments, and other appropriate private and public regulatory agencies.
- Act in good faith, responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing his or her independent judgment to be subordinated.
- Respect the confidentiality of information acquired in the course of their work except when authorized or otherwise legally obligated to disclose. Confidential information acquired in the course of his or her work is not used for personal advantage.
- Promptly report all material internal violations of the Code to their supervisor, Chief Financial Officer, internal audit or the Audit Committee as appropriate.
- Acknowledge that any material violation of the Code may subject him or her to disciplinary action up to and including termination.

The Financial Employee Code of Ethics is deemed to be the 'code of ethics' required under Section 406 of the Sarbanes-Oxley Act of 2002.

#### **Entertainment and Gifts**

Decisions by the Company and its agents relating to the procurement and provision of goods and services should always be free from even a perception that favorable treatment was sought, received or given as the result of furnishing or receiving gift, favors, hospitality, entertainment or other similar gratuity. The giving or receiving of anything of value to induce such decisions is prohibited. Employees should never solicit a gift or favor for personal benefit from those with whom the Company do business. Providing or receiving gifts or entertainment of nominal value motivated by commonly accepted business courtesies is permissible, but not if such gifts or entertainment would reasonably be expected to cause favoritism or a sense of obligation.

#### **Payments and Bribery**

No bribes, kick-back arrangements or other similar payments and benefits, directly or indirectly, shall be paid to employees of suppliers or customers. These requirements include any payments on behalf of the Company to government officials of any government at any level, employees or other representatives of government owned businesses, and political candidates or parties.

The Company will seek to identify and eliminate all facilitation payments. This also applies to any payments made by representatives or agents of the Company in connection with Company business.

All payments must comply with the Company's financial procedures for the approval and recording of payments, and must be submitted to the appropriate level of management for review in accordance with the Company's financial control procedures.

#### **Company Policy against Discrimination and Harassment**

The Company strives for a workplace in which diversity is valued, in which every Employee has the opportunity to develop skills and talents consistent with the company's core values. The Company prohibits discrimination against any Employee or prospective Employee on the basis of age, gender, race, nationality, religion or ethnic background, or any other basis prohibited by the laws that govern its operations. Harassment in any form by or towards employees, suppliers, partners or customers is not tolerated in Seadrill. Under this policy harassment is regarded as any form of inappropriate conduct that has an effect of creating an intimidating, hostile or offensive work environment or that may be reasonably perceived to affect an individual's employment opportunity or opportunities for training or promotion. In Seadrill everyone shall treat each other with respect and dignity.

#### **Company Policy for Prevention of Alcohol and Drug Abuse**

Company policy prohibits the illegal use, sale, purchase, manufacture, distribution, possession or consumption of drugs, other than medically prescribed drugs. Company policy also prohibits the use, sale, purchase, distribution or possession of alcoholic beverages by Employees while on Company premises. As a limited exception, at Company onshore premises (but not offshore) the moderate use of alcohol during activities taking place under Company auspices may be authorized by the senior Company manager. This policy requires that the Company must abide by applicable laws and regulations relative to the use of alcohol or other controlled substances. The Company, in its discretion, reserves the right to randomly test Employees for the use of alcohol or other controlled substances unless prohibited by prevailing local law.

#### **External Communication**

Only certain designated Employees may discuss the Company with the news media, securities analysts and investors. All inquiries from regulatory authorities or government representatives should be referred to the responsible manager for the relevant Company business unit. General inquiries about the Company or its employees should be referred to Corporate Communication. Inquiries from financial analysts or investors should be referred to Corporate Investor Relations.

#### **Confidentiality and Privacy**

Company communication principles generally require that all information be available to all employees unless it has been declared confidential. However, it is important that each Employee protect the confidentiality of Company information. Employees may have access to proprietary and confidential information concerning the Company's business, clients and suppliers. Confidential information includes such items as non-public information concerning the Company's business, financial results and prospects and potential corporate transactions. Employees may also become aware of confidential information of our customers, including non-public information about our customers' oil and gas fields. Employees are required to keep such information confidential during employment as well as thereafter, and not to use, disclose, or communicate that confidential information other than as may be appropriate in the course of employment.

To ensure the confidentiality and privacy of any personal information collected and to comply with applicable laws, any Employee in possession of non-public, personal information about Employees or any other individual, must maintain the highest degree of confidentiality and must not disclose any personal information unless authorization is obtained. All Employees shall adhere to all applicable laws on the use of personal information. Personal information shall only be collected for lawful purposes. International transfers of personal information shall only be made in compliance with laws applicable to such transfers.

#### **Proper Use of Company Assets**

The Company's assets are only to be used for legitimate business purposes and only by authorized Employees or their designees. This applies to tangible assets and intangible assets (such as trade secrets and confidential

information). Employees have a responsibility to protect the Company's assets from theft and loss and to ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. If an Employee becomes aware of theft, waste or misuse of the Company's assets, the Employee should report this to his or her manager.

#### **Electronic communication**

Electronic communications include all aspects of voice, video, and data communications, such as voicemail, e-mail, fax, and Internet. Employees should use electronic communications equipment, software, systems or other facilities ("Systems") for Company business purposes only and may not use the Company's Systems for any other purpose except for reasonable incidental personal use. Among other things, the Employee should not participate in any public online forum where the business of the Company or its customers or suppliers is discussed as this may give rise to a violation of the Company's confidentiality policy or subject the Company to legal action for defamation. All records produced involving the use of the Company's Systems is Company property. The Company reserves the right to inspect all electronic communications and records involving the use of the Company Systems within the confines of applicable local law and Employees should not have an expectation of privacy when using Company Systems.

#### **Securities Trading**

Because Seadrill is a public company, it is subject to a number of laws concerning the purchase of shares and other publicly traded securities. Company policy prohibits Employees and their family members from trading securities while in possession of material, non-public information relating to the Company or any other company, including a customer or supplier that has a significant relationship with the Company.

Information is 'material' when there is a substantial likelihood that a reasonable investor would consider the information important in deciding whether to buy, hold or sell securities. In short, any information that could reasonably be expected to affect the price of securities is material. Information is considered to be 'public' only when it has been released to the public through appropriate channels and enough time has elapsed to permit the investment market to absorb and evaluate the information. If an Employee has any doubt as to whether he/she possess material non-public information, he/she should contact their manager, an officer of the Company or the Company's representative in charge of insider trading matters and the advice of legal counsel may be sought. Members of the Board, officers and senior managers ("Primary Insiders") are subject to various reporting and insider trading requirements. Primary Insiders are required to obtain clearance in advance of any contemplated securities transactions from the Company's representative in charge of insider trading matters or the Board and are also required to comply with all reporting requirements.

At any time, the Board of Directors has authority to designate a "blackout period" over all trading in the Company's securities. A blackout period compels all trading in the securities affected to cease immediately for the period designated by the Board of Directors. A blackout period may be exercised over securities of companies with which the Company does or may do business or in which the Company invests or may invest. No one may disclose to any outside third party that a blackout period has been designated.

Failure to comply with applicable securities trading laws and company policies may subject Employees or Employees' family members to criminal or civil penalties, as well as to disciplinary action by the Company up to and including termination. Responsibility for complying with applicable laws as well as the Company's policy rests with Employees individually.

#### **Integrity of Corporate Records**

All business records, expense accounts, vouchers, bills, payrolls, service records, reports to government agencies and other reports must accurately reflect the facts. Without limiting the foregoing, all reports and documents filed with the U.S. Securities and Exchange Commission and the Oslo Stock Exchange, as well as other public communications, should be full, fair, accurate, timely and understandable.

The books and records of the Company must be prepared with care and honesty and must accurately reflect our

transactions. All corporate funds and assets must be recorded in accordance with Company procedures. No undisclosed or unrecorded funds or assets shall be established for any purpose.

The Company's accounting personnel must provide the independent public accountants and the Board with all information they request. Employees must neither take, nor direct or permit others to take, any action to fraudulently influence, coerce, manipulate or mislead independent public accountants engaged in the audit or review of the Company's financial statements, or fail to correct any materially false or misleading financial statements or records, for the purpose of rendering those financial statements materially misleading.

#### **Compliance with Anti-Trust Laws**

The Company's business may be subject to European Union, United States and other foreign government anti-trust and similar laws regulating competitive behavior. These laws are intended to ensure that markets for goods and services operate effectively and free from undue restraints on competition. Certain agreements among competitors are prohibited such as agreements to fix pricing, allocate products, customers or territories, or limit production or sale of any products or services. Employees should attempt to avoid even the appearance of actions which may violate laws regulating competition.

All Employees must comply with such laws and the Employee should confer with his/her manager whenever he/she has a question with respect to the possible anti-competitive effect of particular transactions.

#### **Compliance with Customs and Trade Controls**

The Company shall comply with all applicable laws regulating the import and export of goods and services in each country where the Company does business. If an Employee has any doubt about the propriety of any shipment or other transaction under customs or other trade regulations, the Employee should contact his/her manager in charge, and the advice of legal counsel may be sought.

## COMPLIANCE WITH ANTI-BRIBERY LAWS AND OTHERS LAWS AND INSTRUCTIONS

Contractor shall comply and ensure that all of its subcontractors and its employees and representatives comply with all applicable laws, rules, and regulations of any governmental authority which are now or may become applicable to operations arising out of or in any way incident to the Work. Without limiting the foregoing, Contractor shall comply with the terms of Equal Opportunity Compliance Certificate, in the event that Contractor is providing goods or services for use in the US Gulf of Mexico, or otherwise to the extent applicable under US Federal Law. Contractor shall defend, indemnify, and hold Seadrill, its parents, subsidiaries and affiliated companies and its and their officers, directors, employees and agents harmless from and against any claim or penalty incurred in connection with any failure of the Contractor to comply with said laws.

Contractor shall comply and ensure that all of its subcontractors and its employees and representatives comply with all applicable laws, rules, and regulations of any governmental authority which are now or may become applicable to operations arising out of or in any way incident to the Work.

Without limiting the generality of the foregoing, Contractor acknowledges and confirms that it is familiar with and will abide by the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended, (the "FCPA"), the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 1997 (the "OECD Convention"), the UK Bribery Act 2010 (the "Bribery Act"), and any regulations promulgated there under, as amended from time to time.

Neither Contractor, nor any of its owners, partners, co-ventures, directors, officers, employees, or Contractors ("Related Parties") is a "foreign official," "foreign public official," "foreign political party or official thereof" or a "candidate for foreign political office" as those terms are defined or used in the FCPA, the OECD Convention or the Bribery Act, and Contractor will immediately notify Seadrill in the event it or one or more of the Related Parties will hereafter assume such a status. Contractor promises and agrees that neither it nor any Related Party will engage in, or authorize the performance of, any of the prohibited actions set forth in the FCPA, the OECD Convention or the Bribery Act, or in any way violate or cause Seadrill to violate the FCPA, the OECD Convention or the Bribery Act in connection with this Agreement.

Contractor promises and agrees that no portion of the compensation received pursuant to this Agreement will be paid to any official, employee, or Contractor of any government or any agency or instrumentality of that government or to any officer, employee or Contractor of any person or Seadrill or to any party whatsoever under circumstances which could be construed as a bribe, kickback or an illegal payment under any applicable law.

Seadrill will have the right to terminate this Agreement and any other agreement with Contractor in the event Seadrill learns or has reason to believe that Contractor has violated the FCPA, the OECD Convention or the Bribery Act or has caused Seadrill to violate the FCPA, the OECD Convention or the Bribery Act, or that Contractor or a Related Party has become a "foreign official," "foreign public official," "foreign political party or official thereof" or a "candidate for foreign political office" as detailed in the FCPA, the OECD Convention or the Bribery Act.

Contractor shall comply with all lawful instructions of Seadrill, including without limitation, instructions in respect of safety, environmental procedures and all other matters relating to

Contractor's Work. Such instructions shall, if Contractor so requires, be confirmed in writing by Seadrill. The absence of instructions from Seadrill shall not be construed as an authorization by Seadrill for the Contractor to avoid its duty to perform any obligations hereunder. In the event that Contractor receives conflicting instructions from Seadrill and Seadrill's client, Contractor shall comply with the instructions of Seadrill, and Seadrill shall assume responsibility toward its client with respect to the subject matter of those instructions.